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DE SOTO COUNTY, MS  
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State of Mississippi ————— Space Above This Line For Recording Data

This document was prepared by: DeSoto County Bank

ATTN: H. Allen Whitsitt, III, EVP/Senior Credit Officer, 6040 Highway 51 N. Horn Lake, MS 38637, (662) 393-3277  
(name, address, phone number)

Return to:

INDEXING INSTRUCTIONS: The real property described herein is situated as follows:

Range of the 1st Judicial District of DeSoto County, Mississippi.

### MODIFICATION OF DEED OF TRUST

Loan No. 80089

WHEREAS, Mary O Sartain  
executed a Deed of Trust to DeSoto County Bank as beneficiary  
("Beneficiary") dated Book 3100, Page 301, which Deed of Trust is recorded in  
DeSoto County, Mississippi, which Deed of Trust secures the indebtedness, as described herein, of  
S & H Small Engine LLC ("Borrower")  
to Beneficiary, which indebtedness is evidenced by a promissory notes and/or renewal(s) thereof (collectively "Note), and

WHEREAS, Borrower has requested a modification ("Modification") of the terms of said Note and Beneficiary has agreed to the terms of said Modification; and

WHEREAS, Borrower has executed a Modification, Extension and Change in Terms Agreement (the "Agreement") dated 11/23/2009, modifying the Note with a current principal balance of \$30465.00, bearing interest at the ☐ fixed ☒ variable rate as specified therein, with the unpaid balance of principal and accrued interest, if not sooner paid, being due and payable in full on the 26th day of June 2010; and

WHEREAS, the undersigned desire to restate the terms of said loan and Deed of Trust in accordance with the terms of the Agreement so that there shall be no misunderstanding of the matter, and to authorize and request the Chancery Clerk of the aforesaid county to note on the record of said Deed of Trust the recordation of this Modification of Deed of Trust.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby modify said Deed of Trust as follows:

1. The Deed of Trust is hereby modified according to the terms of the above referenced Agreement.
2. Except as expressly modified pursuant to the terms hereof, the Deed of Trust, the terms of which are hereby expressly incorporated herein by reference, shall remain in full force and effect as originally executed.
3. This Modification of Deed of Trust is intended to be a modification only of the Deed of Trust and not a discharge or novation of the Deed of Trust or the indebtedness secured thereby, and this Modification of Deed of Trust is not intended to, in any manner, impair the lien or affect the validity or priority of the Deed of Trust.
4. Except as expressly modified, the terms of the Note and Deed of Trust shall remain unchanged and in full force and effect. Consent by the Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future changes or modifications. Nothing in this Agreement shall constitute a satisfaction of the Note or other credit agreement secured by the Deed of Trust. It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers, endorsers, guarantors and other accommodation parties to the Note, unless a party is expressly released by Lender in writing. No such maker, endorser, guarantor or other accommodation party shall be released by virtue of the Agreement or this Modification of Deed of Trust.



WITNESS the signatures of the parties this 23rd day of November 2009.

DeSoto County Bank

By: *H. Allen Whitsitt, III*  
H. Allen Whitsitt, III

Its: EVP/Senior Credit Officer

*Mary O. Sartain* 11/23/09  
Mary O Sartain Date

Date

Date

Date

Date

Date

STATE OF Mississippi

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of November, 2009, within my jurisdiction, the within named Mary O Sartain, who acknowledged that (he/she/they) executed the above and foregoing instrument.

*Patsy T Springer*  
Notary Public

My Commission Expires: 12/10/11



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that (he/she) is \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that for and on behalf of the said corporation, and as its act and deed (he/she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)